

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI55649

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Professional Dental Alliance of Illinois, PLLC		02/26/2024	Professional Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Company Name:	North American Dental Management, LLC		
Street Address:	125 Enterprise Drive, Suite 200		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15275-1223		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2736688	AFFILIATED DENTAL SPECIALISTS, LTD	
CORRESPONDENCE DATA			
Fax Number:	2163634588		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2163636138		
Email:	trademark@beneschlaw.com		
Correspondent Name:	Pamela Cyngier		
Address Line 1:	127 Public Square, Suite 4900		
Address Line 4:	Cleveland, OHIO 44114-1284		
ATTORNEY DOCKET NUMBER:	38366-00290		
NAME OF SUBMITTER:	PAMELA CYNGIER		
SIGNATURE:	PAMELA CYNGIER		
DATE SIGNED:	03/28/2024		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment, (this “**Assignment**”) effective as of May 10, 2021 (the “**Effective Date**”), is entered into by and between Professional Dental Alliance of Illinois, PLLC, an Illinois PLLC, (the “**Assignor**”), and North American Dental Management, LLC, an Ohio LLC, having a place of business at 125 Enterprise Drive, Suite 200, Pittsburgh, Pennsylvania 15275 (the “**Assignee**”).

WHEREAS, Assignor is the owner of the entire right, title, and interest in, to, and under the trademarks identified and set forth on Schedule A (collectively, the “**Trademarks**”) and the goodwill associated therewith; and

WHEREAS, in connection with that certain Asset Purchase Agreement (the “**Purchase Agreement**”), dated as of the Effective Date hereof, by and among Assignor and Assignee, Assignor desires to transfer to Assignee, and Assignee desires to acquire from Assignor, all of Assignor’s right, title, and interest in and to the Trademarks on the terms and conditions set forth in this Assignment (capitalized terms used but not otherwise defined in this Assignment shall have the meanings assigned to them in the Purchase Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the Trademarks, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks, and all registrations, applications, renewals, and extensions of the foregoing, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, and any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee.

Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary or expedient to effect, evidence, or perfect the assignment of the Trademarks to Assignee or any assignee or successor thereto.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

Professional Dental Alliance of Illinois, PLLC

By: DocuSigned by: Dr. James Arnold

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Name: James Arnold

Title: Manager

ASSIGNEE:

North American Dental Management, LLC


By: DocuSigned by: J. Devitt Kramer

76A152282E534A6...
Name: J. Devitt Kramer

Title: General Counsel and Secretary

Date: February 26, 2024

Schedule A

<i>Mark</i>	<i>Country</i>	<i>App. No.</i>	<i>App. Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>
AFFILIATED DENTAL SPECIALISTS, LTD (Stylized & Design) 	US	78117842	03/27/2002	2736688	07/15/2003